REMARKS

The above amendment and these remarks are responsive to the Office Action of Examiner Sean M. Reilly dated 1/29/2007.

Claims 1-106 are in the case, none as yet allowed.

Interview

Applicants' attorney expresses appreciation for courtesy extended by Examiner Reilly in a telephone interview on 13 Jun 2007. Applicant indicated that the new matter rejection would be traversed, and inquired as to whether a responsive amendment would require the cancellation of the amendment to the specification which gave rise to the objection. The Examiner indicated that the new matter rejection would be withdrawn, and cancellation of the amendment to the specification would not be required.

Specification

The Examiner objects to the previously entered amendment to the specification, which was filed 20 Apr 2006, finding that "...the amendment to paragraph [sic, page] 24 line 16 constitutes new matter because of the new scope of a computer program product or a program element, or a program storage or memory device is not supported by the original

disclosure." This is the amendment presented and previously entered:

> -- It will be appreciated that, although specific embodiments of the invention have been described herein for purposes of illustration, various modifications may be made without departing from the spirit and scope of the invention. In particular, it is within the scope of the invention to provide a computer program product or program element, or a program storage or memory device such as a ~~solid or fluid transmission medium,~~ magnetic or optical ~~wire,~~ tape or disc, or the like, for storing signals readable by a machine, for controlling the operation of a computer according to the method of the invention and/or to structure its components in accordance with the system of the invention.--.

Applicants traverse, and are advised that the objection is to be withdrawn.

An applicant is generally free to change an application after it has been filed if the proposed changes are supported, or described, by the original application. In a sense, anything <u>inserted</u> in a specification that was not here before is new to the specification but that does not necessarily mean it is prohibited as "new matter". Prohibited new matter is that which is not found in the specification... as first filed, and that involves a departure from the original invention [*Robinson on Patents 561 (1890)*]. The rule against new matter is intended to prevent an applicant (under the guise of an amendment) from

introducing into his application a wholly different invention, or changing the construction of a fully disclosed invention, or presenting a different or preferred form of the invention. [*In re Oda*, 443 F.2d 1200, 170 USPQ 268, 270-271 (C.c.P.A. 1971).]

In this case, the proposed changes are supported by the original application, and they do not consist of an insertion. That is, every aspect of the definition of the scope of "memory device..." existing in the definition after the amendment was included in that definition before the amendment. Nothing new is added. There is here no broadening of the definition for memory device. Further, as would be apparent to those of skill in the art, applicants had possession of the subject matter defined by the phrase "such as a magnetic or optical tape or disc, or the like, for storing signals..." as the application was originally filed.

The amendment to which the Examiner objected merely removes "solid or fluid transmission medium" from the scope of the definition of memory device, and adds nothing to it. The resulting scope of the definition is diminished, not broadened. There is in doing so no prejudice to the public. Nothing is removed from the public domain in narrowing the scope of equivalents to which the claims are entitled, and there certainly is a public interest in allowing it to be done.

The Examiner required that applicant "cancel the new matter in the reply to this Office Action." [Office Action, page 2, emphasis added.] As noted above, applicants have

been advised by the Examiner that this requirement is being withdrawn.

35 U.S.C. 101

Claims 71-106 have been rejected under 35 U.S.C. 101 as directed to non-statutory subject matter.

As suggested by the Examiner [Office Action, page 2], applicants have amended these claims by limiting the scope of a computer readable storage medium such that solid and fluid transmission mediums are excluded. This is done by the amendment to page 28 of the specification, removing such transmission mediums from the definition of storage device, and by reciting in the claims the use of a physical program storage device.

Applicants urge that the rejection under 35 U.S.C. 101 of claims 71-106 be withdrawn.

35 U.S.C. 112

Claims 1-106 have been rejected under 35 U.S.C. 112, first paragraph, for the use of the term "legacy host". Applicants have amended the claims to refer to "host", which is referenced at several locations in the specification, particularly at page 17, line 6 to page 18, line 1.

The host operations being described as processing of the client based on IP address, device requested, auto-

signon is not part of any Telnet protocol, but is based on information passed from the Telnet negotiations. In other words, the Telnet negotiations do not "auto-signon a client", for example, but instead an exit program on the host is called to perform this function. Page 18, line 22 refers to a "server exit program", which is run on the host.

Applicants request that the rejection under 35 U.S.C. 112 be withdrawn.

35 U.S.C. 103

Claims 1-106 have been rejected under 35 U.S.C. 103(a) over Boe et al. (U.S. Patent 6,122,276, hereinafter Boe), Chen et al. (U.S. Patent 6,182,220, hereinafter Chen), and Murphy et al. (RFC 287, "5250 Telnet Enhancements", July 2000, hereinafter Murphy).

Applicants have amended all independent claims 1, 18, 23, 32, 49, 58, 63, 71, 88, 105, and 106 in various ways to clarify the server/client connection negotiations and the server exit program/host application processing undertaken in practicing their invention, which include the following:

1. Client connects to server (such as a Telnet server), and possibly starts protocol negotiations. (Not all clients start this, some wait for the server to start it.)

2. The server starts negotiations and invites the client to negotiate terminal type and to send any

environment variables it has.

3. The client sends normal negotiations of terminal type, and also the new environment variable (IBMSENDCUSTOMCONFREC) with value being a blank delimited list.

4. The server calls an exit program to act on the value received in the IBMSENDCUSTOMCONFREC variable (that is, shells the variable out to a host program external to the server.) The host provides back to the server exit program a result that needs to be returned to the client.

5. The server concludes negotiations with the client and finally sends in the Confirmation Response as custom data any user exit result received from the host, where custom data may be one of the items from the blank delimited list, indicating that this item was selected and used.

The exit programs do not negotiate the connection, that is done by the server and client. Further, data may flow in both directions: blank delimited list from client to server, and exit program results from server to client.

In applicants' invention, "exit programs" are used to run special or custom action.

Applicants' specification Figure 3 element 72 and Table 7 show "IBMSENDCUSTOMCONFREC" as a new "parameter" from the client to the server, which directs the server to send a

response ("return codes") as described by Figure 2 back to the client.

Boe's use of "confirmation record" applies to a transport protocol (SNA) and is mandatory, while applicants use applies to Telnet, or the like, and is negotiable. Telnet is not a transport protocol. The comparable transport protocol for applicants would be "TCP/IP". Telnet is a communications layer that rides on top of the transport protocol.

What Boe describes are not Telnet negotiations but SNA negotiations, and applicants argue that one cannot transplant mandatory SNA negotiations into negotiable TCP/IP negotiations. Boe relates to SNA communications between the host and the TN3270 server, and not betwen the host and the TN3270 client. Further, applicants invention relates to negotiations between a server, such as a Telnet server, and client. While applicant's invention relies on exit programs for accessing host applications, such exit programs are not involved in the negotiations setting up a persistent connection of client to server.

The Examiner asserts that it is obvious to combine Murphy and Chen, using device names (as indicated by Murphy) in Chen for the graphical display. Murphy, page 6, relates to display devices, and the attributes mentioned are display device attributes rather than session attributes. Since no all attributes negotiated are pertinent to the display device, is would be improper the other "custom" attributes are tied to the device name. For example, a user profile and password have nothing to do with having logged on to a

color display terminal with 27 rows and 132 columns. Certainly, the profile, password, terminal-type, binary mode, and end-of-record are all associated with this Telnet session, but only some of these negotiations are associated with the device name. The Examiner is, therefore, improperly using "session name" and "device name" interchangeably.

Thus, applicants traverse the Examiner's linkage of Chen and Murphy inasmuch as the profile and password negotiations are, in truth, not related to "session name" or "device name", since they are temporary for authentication and must be exchanged securely. They are not stored or displayed in the "session" or "device", and should not be since that is not secure.

The Examiner refers to Chen as teaching "executing exit programs". Applicants find no such teaching in Chen. Chen is only showing how encrypted passwords are exchanged, and this does not require exit programs. The programmable negotiations in Boe are TN3270 negotiations (similar in certain respects to Telnet negotiations), and these do not constitute "exit program processing". Col. 5, lines 25-28 is nothing more that TN3270 negotiations, and these do not involve exit programs. An exit program, as will be apparent to those of skill in the art, needs to be a "hook" or "call" to an external program, meaning external to the Telnet server. Thus, exit programs are not bound by Telnet negotiations and can solely on the information passed to it. The Examiner errs is equating exit programs to Telnet, or the like, negotiations.

Applicants urge that claims 1-106 be allowed.

SUMMARY AND CONCLUSION

Applicants urge that the above amendments be entered and the case passed to issue with claims 1-106.

The Application is believed to be in condition for allowance and such action by the Examiner is urged. Should differences remain, however, which do not place one/more of the remaining claims in condition for allowance, the Examiner is requested to phone the undersigned at the number provided below for the purpose of providing constructive assistance and suggestions in order that allowable claims can be presented, thereby placing the Application in condition for allowance without further proceedings being necessary.

Sincerely,

R. G. Hartmann, et al.

By

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